08A-3731-66 #A-235-66

REPLY TO: Audit Liaison Office P.O. Box 8155 S.W. Station Washington, D.C.

25X1A

19 September 1966

SUBJECT: Advisory Report of Final Audit

Itek Corporation

Newton, Massachusetts CFFF Contract BB-425 Task Order No. 4

TO : Contracting Officer

REF : 26 January 1965, OSA-0006 Request

	dated 13 April 1962, as amended thru 20 June 1963. The task order
25X1A	make necessary modifications to the Image Enhancement Viewer. The estimated cost was plus a fixed fee of or a total
25X1A	CPFF of The scheduled completion date was 30 November1963 Work commenced in May 1962 but was not physically completed until February 1964.
	2. The results of audit follow:
25X1A	Costs claimed Fixed fee
25X1/	Total emount audited and approved*  *But, please see note re
25X1A	Note: Included in costs claimed of is
25X1A	an amount of which was incurred after contract completion date of 30 November 1963. This amount consisted of the following:

Direct Labor
Overhead
Material
Other Direct Charges

G&A
Total costs incurred
after 30 November 63

Allowable costs were based on Part 2, Section XV, ASPR and other contractual terms.

- 3. There are no unclaimed wages, unclaimed deposits, unrepresented checks or known potential credits or refunds.
- 4. There are no known charges outstanding against the contractor for any loss, damage or destruction of Government property.
- 5. There is no known residual property for which accountability exists under this contract.
- 6. The contractor's contract finalization documents, submitted to the auditor, are attached as follows:
  - 22 July 1966, Voucher No. 23 Credit memo of \$365.38. Completion Voucher No. 24, dated 24 August 1966 of \$486.92.
  - c. Cumulative Claim and Reconciliation.
  - d. Release.
  - e. Assignment of Refunds, Rebates and Credits.
  - f. Royalty Report.
  - g. Report of Inventions and Subcontracts and Patent Disclosure.

25X1A

DCAA Representative - APL

### Approved For Rase 20000000 [CIA-RPF678000300110014-6

SHC66-9043-392 Copy No. 2

FINAL CLOSE-OUT

CONTRACT NO. BB-425, TASK ORDER 4

Approved For Release 2002/09/04: CIA-RDP67B00820R000300110014-6

SDECIAL

#### Approved & Re & 20 A 19/04: LTA A 1 100 bs 20 10 60300110014-6

#### TABLE OF CONTENTS

RELEASE

ASSIGNMENT OF REFUNDS, REBATES, AND CREDITS

- SCHEDULE OF RATES AND COSTS

REPORT OF INVENTIONS AND SUBCONTRACTS

MEMO INDICATING NO INVENTORY

Approved For Release 2002/09/04: CIA-RDP67B00820R000300110014-6

## Approved F5 Release 2002/04: CIA RDP 17806820R 100300110014-6

RELEASE

Contract No. BB-425, TO 4

25X1A	Pursuant to the terms of Contract No. BB-425 TO 4nd in consideration of the sum of which has been or is to be paid under the said contract to Itek Corporation, 10 Maguire Road, Lexington, Massachusetts (hereinafter called the Contractor) or its assignees, if any, the Contractor, upon payment of the said sum by the United States of America (hereinafter called the Government) does remise, release and discharge the Government, their officers, agents and employees of and from all liabilities, obligations, claims and demands whatsoever under or arising from the said contract, except:
	1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor, as follows: $N/A$
<u>(</u>	2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Government to third parties arising out of the performance of the said contract which are not known to the Contractor on the date of the execution of this release and of which the Contractor gives notice in writing to the Government within the period specified in the said contract.
	3. Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against the patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of the said contract relating to patents.
	The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all of the provisions of the said contract, including without limitation those provisions relating to notification to the Government and relating to the defense or prosecution of litigation.  IN WITNESS WHEREOF, this release has been executed this 30th day of August 1966.
25X1A	B <b>⁵</b> \$
25X1A	Title, certify that I am the Secretary (Official Title)
25X1A/	of the corporation named as Contractor in the foregoing release; that  , who signed said release on behalf of the Contractor, was then of said corporation; that said release was duly
25X1A	(Official Title) signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.
25X1A	
	(Corporate Seal)

Approved For Release 2002/09/04: CIA-RDP67B00820R000300110014-6

# Approved For Release 2002/09/04: CARDP67890820R006300110014-6

#### ASSIGNMENT OF REFUNDS, REBATES AND CREDITS

Contract No. BB-425, TO 4

Pursuant to the terms of Contract No.BB-425, TO 4 and in consideration of the reimbursement of costs and payment of fee, as provided in the said contract and any assignment thereunder, Itek Corporation, 10 Maguire Road, Lexington, Massachusetts, (hereinafter called the Contractor) does hereby:

- 1. Assign, transfer, set over and release to the <u>United States of America</u> (hereinafter called the Government) all right, title and interest to all refunds, rebates, credits or other amounts (including any interest thereon) arising out of the performance of the said contract, together with all the rights of action accrued or which may hereafter accrue thereunder.
- 2. Agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits or other amounts (including any interest thereon) due, or which may become due, and to promptly forward to the Government checks (made payable to the Treasurer of the United States) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the Contracting Officer as stated in the said contract and may be applied to reduce any amounts otherwise payable to the Government under the terms
- 3. Agree to cooperate fully with the Government as to any claim or suit in connection with refunds, rebates, credits, or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit the Government to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

25X1A of	WITNESS WHEREOF, this assignment has been execut  August 1966.  ITEK COR	
25X1A	TITLE	
25X1A of 1 25X1A was	the corporation named as Contractor in the forego	ment on behalf of the Contractor n; that said assignment was duly
25X1A		

(CORPORATE SEAL)

Approved For Release 2002/09/04: CIA-RDP67B00820R000300110014-6

